

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700751

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Security Interest Recorded at Reel/Frame 6915/0096	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		11/19/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BitTitan, Inc.		
Street Address:	1120 112th Ave NE #300		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	88344420	VOLEER	
Serial Number:	88466299		
Serial Number:	88458792	VOLEER	
Serial Number:	87237322	BITTITAN MEDIA	
Serial Number:	86892826	MSPCOMPLETE	
Serial Number:	86217445	MIGRATIONWIZ	
Serial Number:	85937334	BITTITAN	
Serial Number:	85937323	BITTITAN	
Serial Number:	85937312		
Serial Number:	85937303		
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		

CH \$265.00 88344420

ATTORNEY DOCKET NUMBER:	18179-13
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	01/10/2022

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (the “Release”) is made as of November 19, 2021, by SILICON VALLEY BANK, as lender (the “Bank”), in favor of BITTITAN, INC. (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Bank and Grantor entered into that certain Loan and Security Agreement by and between Bank and Grantor dated as of April 27, 2017 (as the same may from time to time be further amended, modified, supplemented or restated, including, without limitation, by that certain First Amendment to Loan and Security Agreement dated as of March 26, 2018, that certain Second Amendment to Loan and Security Agreement dated as of September 6, 2018 and that certain Third Amendment to Loan and Security Agreement dated as of May 22, 2019 (the foregoing, collectively, the “Loan Agreement”).

WHEREAS, Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of April 8, 2020 (as amended, restated, supplemented or otherwise modified, the “Security Agreement”) and recorded by the United States Patent and Trademark Office on April 13, 2020, at Reel 6915, Frame 0096 against trademarks and recorded by the United States Patent and Trademark Office on April 13, 2020, at Reel 052382, Frame 0963 against patents;

WHEREAS, pursuant to the Security Agreement, Grantor granted and pledged to Bank a security interest in all of Grantor’s right, title and interest in, to and under all of the following (collectively, the “Released Collateral”): Grantor’s intellectual property, including, without limitation, the following:

- 1) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the “Copyrights”);
- 2) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- 3) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- 4) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule 1 attached hereto (collectively, the “Patents”);
- 5) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule 2 attached hereto (collectively, the “Trademarks”);
- 6) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the “Mask Works”);

7) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

WHEREAS, Grantor has requested that Bank discharge, cancel, terminate, and release, and Bank now desires to discharge, cancel, terminate and release, the entirety of its security interest in all of Grantor's right, title and interest in, to and under the Released Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Bank hereby terminates and cancels the Security Agreement and hereby discharges, cancels, terminates, and releases its security interest in all of Grantor's right, title and interest in, to and under the Released Collateral.

2. Bank hereby authorizes Grantor (or its designee) to file this Release and authorizes and requests the recordation of this Release with the United States Patent and Trademark Office or any other applicable governmental authority at Grantor's expense and agrees that, at Grantor's expense, Bank shall execute and deliver all other documents and do all other acts necessary to evidence, relinquish and/or effect the discharge, cancellation, termination, and release of any of its security interest in any of Grantor's right, title and interest in, to and under Released Collateral or other rights under the Security Agreement or the Loan Agreement, in each case with respect to the Released Collateral.

3. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The words "execution," "signed," "signature" and words of like import herein shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

4. This Release shall be governed by, and construed in accordance with, the laws of the State of California.

[Signature Page Follows]

IN WITNESS WHEREOF, Bank has caused this Release to be executed as of the day and year first above written.

SILICON VALLEY BANK, as Bank

DocuSigned by:

By: Mai Nguyen-Tran
50DB31FA556B4B3...

Name: Mai Nguyen-Tran

Title: Authorized Signatory

SIGNATURE PAGE

RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

TRADEMARK
REEL: 007553 FRAME: 0796



SCHEDULE 1

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
On-demand mailbox synchronization and migration system	8938510	1/20/15
Systems and methods for migrating mailbox data from systems with limited or restricted remote access	9654436	5/16/17
Data migration systems and methods including archive migration	15055399	2/26/16

SCHEDULE 2

Trademarks

<u>Description</u>	<u>Serial Application Number</u>	<u>Application File Date</u>
VOLEER	88344420	3/18/19
	88466299	6/19/19
VOLEER	88458792	6/4/19
BITTITAN MEDIA	87237322	11/15/16
MSPCOMPLETE	86892826	2/1/16
MIGRATIONWIZ	86217445	3/14/14
BITTITAN	85937334	5/13/13
BITTITAN	85937323	5/20/13
	85937312	5/20/13
	85937303	5/20/13